

**PLAINTIFF'S PROPOSED INSTRUCTION NO. 15 – BREACH OF
COVENANT OF GOOD FAITH AND FAIR DEALING**

Now I will instruct you on the implied promise of good faith and fair dealing.

In every contract, there is an implied promise of good faith and fair dealing. This means that each party promises not to do anything to destroy or injure the right of the other party to receive the benefits of the contract. The implied promise of good faith and fair dealing does not modify the express terms of the contract by adding terms to the contract or prohibiting what the contract explicitly permits.

Kanag'Iq or GMW violated the implied promise of good faith and fair dealing if you find that it is more likely true than not true that either deprived the other of a benefit of the contract:

1. intentionally; or
2. by acting in a manner that a reasonable person would regard as unfair.

Alaska Pattern Jury Instruction 23.15 (with party names added)